

STIPULATION OF SETTLEMENT AND RELEASE  
23-CV-2936-TSH

1 IT IS HEREBY STIPULATED by and between the undersigned Plaintiff and Defendant, by  
2 and through their respective attorneys, as follows:

3 1. Defendant shall pay \$10,000.00 (TEN THOUSAND DOLLARS) to Plaintiff in full  
4 and complete satisfaction of Plaintiff's claims for attorneys' fees, costs, and litigation expenses  
5 under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, as amended, in the above-  
6 captioned matter. This payment shall constitute full and final satisfaction of any and all of  
7 Plaintiff's claims for attorneys' fees, costs, and litigation expenses in the above-captioned matter,  
8 and is inclusive of any interest. Payment of this money will be made by electronic funds transfer  
9 promptly after notification of the Court's entry of this Stipulation and after receipt of necessary  
10 information from Plaintiff to effectuate the payment. Defendant will make all reasonable efforts to  
11 make payment within sixty (60) days after Plaintiff's counsel has provided all necessary information  
12 to effectuate the payment.  
13

14 2. Upon the execution of this Stipulation, Plaintiff, having received the records it  
15 requested, hereby releases and forever discharges Defendant, its successors, the United States of  
16 America, and any department, agency, or establishment of the United States, and any officers,  
17 employees, agents, successors, or assigns of such department, agency, or establishment, from any  
18 and all claims and causes of action that Plaintiff asserts or could have asserted in this litigation, or  
19 which hereafter could be asserted, with regard to the specific FOIA requests on which this action is  
20 based or the records sought thereby, including but not limited to all past, present, or future claims for  
21 attorneys' fees, costs, or litigation expenses in connection with the above-captioned litigation.  
22

23 3. The provisions of California Civil Code Section 1542 are set forth below:

24 "A general release does not extend to claims that the creditor or releasing party does not  
25 know or suspect to exist in his or her favor at the time of executing the release and that, if  
26 known by him or her, would have materially affected his or her settlement with the debtor or  
27 released party."  
28

4. Plaintiff having been apprised of the statutory language of Civil Code Section 1542  
by Plaintiff's attorney, and fully understanding the same, nevertheless elects to waive the benefits of

1 any and all rights Plaintiff may have pursuant to the provision of that statute and any similar  
2 provision of federal law. Plaintiff understands that, if the facts concerning any injuries, liability for  
3 damages pertaining thereto, or liability for attorneys' fees, costs or litigation expenses are found  
4 hereafter to be other than or different than the facts now believed by it to be true, this Stipulation  
5 shall be and remain effective notwithstanding such material difference.

6 5. Execution of this Stipulation and its approval by the Court shall constitute dismissal  
7 of this case with prejudice pursuant to Fed. R. Civ. P. 41(a).

8 6. The parties acknowledge that this Stipulation is entered into solely for the purpose of  
9 settling and compromising any remaining claims in this action without further litigation, and it shall  
10 not be construed as evidence or as an admission on the part of Defendant, the United States, its  
11 agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity of  
12 any allegation or claim raised in this action, or as evidence or as an admission by the Defendant  
13 regarding Plaintiff's entitlement to attorneys' fees, costs, or other litigation expenses under FOIA.  
14 This Stipulation shall not be used in any manner to establish liability for fees or costs in any other  
15 case or proceeding involving Defendant.

16 6. This Stipulation is binding upon and inures to the benefit of the parties hereto and  
17 their respective successors and assigns.

18 7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the  
19 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or  
20 impaired thereby.

21 8. This Stipulation shall constitute the entire agreement between the parties, and it is  
22 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by  
23 the parties hereto. The parties further acknowledge that no warranties or representations have been  
24 made on any subject other than as set forth in this Stipulation.

25 9. The persons signing this Stipulation warrant and represent that they possess full  
26 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

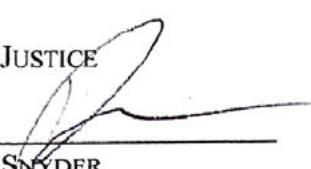
27 10. This Stipulation may not be altered, modified or otherwise changed in any respect  
28 except in writing, duly executed by all of the parties or their authorized representatives.

11. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

IT IS SO STIPULATED.

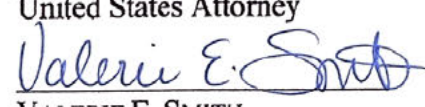
DATED: February 13, 2024

PUBLIC JUSTICE

By:   
DAN C. SNYDER  
Public Justice  
Attorneys for Plaintiff

ISMAIL J. RAMSEY  
United States Attorney

DATED: March 6, 2024

By:   
VALERIE E. SMITH  
Assistant United States Attorney  
Attorney for Defendant

*\*In compliance with Civil Local Rule 5-1(i)(3), the filer of this document attests that each signatory has concurred in the filing of this document.*